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*Attorneys for Defendants Broadcom Inc., Broadcom  
Corporation and Avago Technologies International  
Sales Pte. Limited*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SAMSUNG ELECTRONICS CO., LTD.

Plaintiff,

v.

BROADCOM INC., BROADCOM  
CORPORATION, AND AVAGO  
TECHNOLOGIES INTERNATIONAL  
SALES PTE. LIMITED,

Defendants.

CASE NO. 3:24-cv-03959-LB

**DECLARATION OF PHILIP BLUM  
IN SUPPORT OF DEFENDANTS'  
ADMINISTRATIVE MOTION TO  
FILE UNDER SEAL PORTIONS OF  
THEIR MOTION TO DISMISS AND  
SUPPORTING EXHIBITS**

1 I, Philip L. Blum, declare as follows:

2 1. I am an attorney and Deputy General Counsel of Broadcom Inc.

3 2. I have sufficient personal knowledge of the facts set forth herein that if called as a  
4 witness I could and would testify competently to those facts under oath. In making this declaration,  
5 I expressly reserve all attorney-client and work product privileges and protections.

6 3. I make this declaration pursuant to Civil Local Rule 79-5 in support of Defendants'  
7 Administrative Motion to File Under Seal Portions of Their Motion to Dismiss and Supporting  
8 Exhibits.

9 4. **Exhibit 1** filed in support of Defendants' Motion to Dismiss is the Strategic  
10 Agreement entered into between Samsung Electronics Co., Ltd. ("Samsung") and Broadcom  
11 Corporation and Avago Technologies International Sales, Pte, Ltd., (collectively, "Broadcom")  
12 relating to the supply of certain components by Broadcom to Samsung. This agreement contains  
13 numerous highly confidential, specifically negotiated business terms, including those affecting  
14 pricing, proprietary technical support, commitments with respect to intellectual property, and  
15 others relating to Broadcom's supply of components to Samsung. Broadcom views these sorts of  
16 agreements and their terms as highly confidential, proprietary business information and routinely  
17 seeks to keep them shielded from public disclosure. Indeed, an NDA between Broadcom and  
18 Samsung governed the Strategic Agreement.

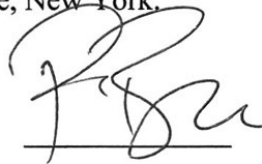
19 5. **Exhibit 2** filed in support of Defendants' Motion to Dismiss is the Termination  
20 Agreement entered into between Samsung and Broadcom. This is also a negotiated, confidential  
21 business agreement between the parties.

22 6. Broadcom and its counterparties maintain the details of their business relationships  
23 and contracts in the strictest confidence and Broadcom would be harmed by public disclosure of  
24 this information, particularly to competitors and to future counterparties such as customers and  
25 suppliers. Competitors could use disclosure of pricing or other terms to try to negotiate deals that  
26 would undercut Broadcom's and its counterparties' agreements, and place Broadcom at a  
27 significant competitive disadvantage when negotiating future deals. Future counterparties could  
28 gain a negotiation advantage by identifying the baseline terms that they believe Broadcom might

1 be open to in the future, and cause Broadcom significant harm such as lower profitability.  
2 Competitors and future counterparties would gain insight into Broadcom's closely-guarded  
3 business strategies and competitive decision making and be armed with the strategies Broadcom  
4 uses to maintain and enhance its competitive standing and could change their own business  
5 practices in response, which would threaten Broadcom's competitive position in the marketplace.  
6 The terms of the Strategic Agreement and Termination Agreement are some of the most  
7 commercially sensitive information Broadcom maintains, such that there are no less restrictive  
8 alternatives available to protect the information that Broadcom seeks to file under seal.

9 I declare under penalty of perjury that the foregoing is true and correct.

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11 Executed on August 28, 2024, in Melville, New York.

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